

The Honorable Ricardo S. Martinez

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

DONALD E. MORISKY,

Plaintiff,

v.

MMAS RESEARCH, LLC et al.,

Defendants.

Case No. 2:21-cv-01301 RSM-DWC

**DECLARATOIN OF F. CHRISTOPHER AUSTIN
IN SUPPORT OF**

**PLAINTIFF'S REPLY TO DEFENDANTS'
OPPOSITION TO PLAINTIFF'S MOTION FOR
CASE-ENDING SANCTIONS STRIKING
DEFENDANTS' ANSWERS AND ENTERING
DEFAULT**

F. Christopher Austin, under penalty of perjury under the laws of the United States of America and the State of Washington, declares and states as follows:

1. I am a member in good standing of the State Bar of Nevada, duly admitted to the practice of law in the state and federal courts of the State of Nevada, and I am admitted *pro hac vice* to practice in this Court in the State of Washington on this particular matter.

2. I am personal counsel for Dr. Donald Morisky, the Plaintiff in this action, and make this declaration in support of Plaintiff's Reply to Defendants' Opposition to Plaintiff's Motion for Case-Ending Sanctions Striking Defendants' Answers and Entering Default ("Plaintiff's Reply").

3. On September 19, 2024, Dr. Morisky received an unsolicited email from Tatiana Chuvashova of Sanofi Business Services France, attaching a fully executed agreement titled "SAF Confidential Settlement Agreement and Release" between Sanofi Winthrop Industrie ("Sanofi"), a

French pharmaceutical company, and MMAS Research LLC (“Sanofi Agreement”), and requesting Dr. Morisky confirm the wire instructions directing where Sanofi was to send the \$115,000 settlement amount.

4. That email was forwarded to me along with the attached Sanofi Agreement. A true and correct copy of the Sanofi Agreement attached to that email is attached to Plaintiff’s Reply as **Exhibit 1**.

5. The Sanofi Agreement excluded Dr. Morisky and was only between Defendant MMAS Research, LLC and Sanofi. The Sanofi Agreement referenced a prior July 5, 2017, agreement that Trubow alleged Sanofi had violated. Dr. Morisky was a party to the prior July 5, 2017, agreement. Exh. 1.

6. The Sanofi Agreement set a deadline of 90 days from the receipt of wire instructions for Sanofi to transmit to MMAS Research, LLC the \$115,000 settlement amount. The 90th day from the date the Sanofi Agreement was fully signed was December 16, 2024. Exh. 1.

7. The Sanofi Agreement identified Matthew Sachs of Sanofi-Aventis in the United States as the party to receive notices for Sanofi.

8. On December 17, 2024, I and Philip Morisky, Dr. Morisky’s son and the CEO of Dr. Morisky’s company, participated in a call with Matthew Sachs and Carrie Sarhani Love, counsel for Sanofi from the Philadelphia office of Faegre Drinker. During that call I asked if Sanofi had wired the \$115,000 to MMAS Research, LLC. Mr. Sachs and Ms. Love confirmed that Sanofi had wired the \$115,000 the previous day and that the funds had been received by MMAS Research, LLC.

9. To date Defendants have failed to pay any of the sanctions ordered by this Court in this matter.

DATED: January 24, 2025.

/s/ F. Christopher Austin

F. Christopher Austin

Pro Hac Vice, (NV 6559)

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Attorneys for Plaintiff

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